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9 Attorneys for Secured Creditor U.S. Bank, N.A. its Successors and/or Assigns

10 UNITED STATES BANKRUPTCY COURT

11 EASTERN DISTRICT OF CALIFORNIA

12 In re

Bk. No. 10-43518-A-7

13 DALE LYNN WALKER AKA
14 PISCITELLI DALE WALKER, DALE
15 PISCITELLI AND DANIEL BLAINE
16 WALKER AKA DAN WALKER

Motion No. PPR-1

CHAPTER 7

17 Debtors.

Hearing-

Date : November 29, 2010

Time : 9:00 AM

Place : U.S. Bankruptcy Court

501 I Street

Sacramento, CA

Courtroom 28 Dept. A

Judge: Michael S. McManus

18 LEWIS D. PARTRIDGE,

19 Trustee,

20 _____ /

21 DECLARATION OF OLIVIA A. TODD
22 IN SUPPORT OF U.S. BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS'
23 MOTION FOR RELIEF FROM AUTOMATIC STAY

24 I, Olivia A. Todd, declare and state:

25 1. As to the following facts, I know them to be true of my own personal
26 knowledge and if called upon to testify in this action, I could and would testify competently to
27 the following facts personally known to me to be true. I am an employee and a custodian of
28 records of U.S. Bank, N.A. its Successors and/or Assigns, which is the moving party herein

1 ("Lender"). I am familiar with this case and the facts herein and am authorized to make these
2 statements on behalf of Lender. I have reviewed the loan service records of U.S. Bank, N.A. its
3 Successors and/or Assigns before making these statements. The loan service records are kept
4 within the normal course of business by U.S. Bank, N.A. its Successors and/or Assigns, at or
5 near the time of the event, which is noted or memorialized. As to any statements re: equity or
6 lack of equity contained within this Declaration, which are made upon information and belief,
7 these statements are made after examination of the loan file and after consideration of the
8 following factors:

- 10 1) The loan to value ratio; and
- 11 2) Existence of a junior lien; and
- 12 3) Amount of arrearages.

14 2. Dale Lynn Walker and Daniel Blaine Walker ("Debtors") are individuals and
15 the Chapter 7 Debtors herein.

16 3. Lewis D. Partridge has been appointed as the Chapter 7 Trustee in the instant
17 bankruptcy. By the virtue of his position as Chapter 7 Trustee, Lewis D. Partridge may hold
18 title to the subject property in that capacity. To the extent that relief sought herein is granted,
19 Lewis D. Partridge should be bound by any such judgment.

21 4. On September 2, 2010, Debtors filed a Petition under Chapter 7 of the
22 Bankruptcy Code.

24 5. Lender is the current payee and a holder in due course of a promissory note
25 (which is a negotiable instrument) dated December 23, 2004 in the principal amount of
26 \$173,000.00 (the "Note") secured by a first deed of trust of same date, which bears interest as
27 specified therein. The original Note is held by Lender and a copy is attached hereto as **Exhibit**
28 **"A"** and is incorporated herein by reference.

1 6. The indebtedness evidence by the Note is secured by a Deed of Trust (the
2 "Deed of Trust") executed and recorded in Yuba County and which encumbers the real property
3 located at **1689 Chateau Drive, Olivehurst, California** (the "Property"). A copy of the Deed
4 of Trust is attached hereto as **Exhibit "B"** and incorporated herein by reference

5 7. Debtor has defaulted on the Note and there is now due and owing to Lender:

6 Unpaid Principal Balance: \$153,797.20

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8 Arrearages:

9 Monthly Payments from August 1, 2010 through
10 October 1, 2010 at \$1,258.48 \$ 3,775.44

11 Late Charges \$ 153.51

12 Other Costs \$ 15.00

13 Attorneys' Fees \$ 900.00

14 Subtotal Delinquencies \$ 4,843.95

15 GRAND TOTAL \$158,641.15

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17 (Please note that an additional \$1,258.48 becomes due and owing on the 1st day of each month,
18 as well as an additional late charge 15 days thereafter.)

19 8. The total amount now owed to Lender on Loan No. XXXX4362 is
20 \$158,641.15 as of October 25, 2010.

21 9. Interest continues to accrue as set forth in the Note.

22 10. Lender has performed each and every act required by the terms of the Deed
23 of Trust.

24 11. Lender requests authority to initiate foreclosure proceedings relative to the
25 Property, but is prevented from doing so by the filing of Debtors' Petition which operates as an
26 Automatic Stay, prohibiting Lender from taking any action of commencing any Court
27 proceeding to enforce a lien upon the Debtors' real Property.
28

1 12. Lender's records reflect that there is currently a second trust deed upon the
2 Property in favor of U.S. Bank. The present unpaid principal balance of said note is
3 approximately \$86,142.00.

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5 13. The commercially reasonable value of the subject Property is approximately
6 \$147,742.00, as evidenced by the Debtors' Schedules A and D filed with this Court, a copy of
7 which is attached hereto as **Exhibit "C"** and is made a part hereof.

8 I declare under penalty of perjury under the laws of the United States of America
9 the foregoing to be true and correct to the best of my knowledge, information and belief.

10 DATED: October 27, 2010

11 By /s/ Olivia A Todd
12 Olivia A. Todd
13 Loan # XXXX4362
14 F.040-2122
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